



01-SQ-30-0066
REQUEST FOR QUOTATION
COMMERCIAL ITEM ACQUISITION

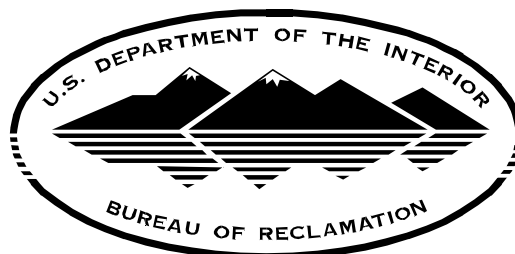
REBABBITT BEARINGS HOOVER DAM POWERPLANT BOULDER CANYON PROJECT ARIZONA - NEVADA

Lower Colorado Regional Office
Boulder City, Nevada

2001

United States Department of the Interior
Bureau of Reclamation

www.lc.usbr.gov/~g3100



PREFACE

Proposal Submission Instructions

- (A) Offerors are cautioned to carefully review the proposal submission instructions contained in provision 52.212-1, Instructions to Offerors--Commercial Items, and in Part V of this solicitation. Failure to comply with these instructions may result in an offer receiving low evaluation scores.

Proposal Contents

- (B) Your complete proposal package should include, as a minimum:
1. Representations, Certifications, and Other Statements of Offers
 - (i) Standard Form (SF) 1449
 2. Technical Proposal
 - (A) Offeror's Background and Experience in Rebabbiting Bearings
 - (B) Past Performance
 3. Price Proposal, including:
 - (i) Completed block numbers 19 through 24 of the SF 1449 [page 3];
 - (ii) Completed Delivery/Completion Schedule

**REBABBITT BEARINGS
LOWER COLORADO DAMS FACILITIES OFFICE
HOOVER DAM POWERPLANT
BOULDER CANYON PROJECT
ARIZONA - NEVADA**

FOREWORD

It is required that the following guide bearings and thrust bearing shoes be transported, rebabbitted, machined, inspected/tested, and delivered complete. The bearings to be rebabbitted have been removed from various generating units at the Lower Colorado Dam Facilities Office, Hoover Dam Powerplant, Boulder Canyon Project, Arizona-Nevada, located about 7 miles northeast of Boulder City, Nevada, in Clark County.

- 1) One 36-1/4 inch by 30-5/8 inch turbine guide bearing, Allis-Chalmers drawing 02-500-923, for generating units A3/A4. Rotation is counterclockwise. Bearing weight is approximately 6,500 pounds.
- 2) One 30 inch by 20 inch upper guide bearing, Westinghouse drawing 47-A-326, for generating units N3/N4. Rotation is clockwise. Bearing weight is approximately 2,500 pounds.
- 3) Eight shoes for an 84 inch diameter thrust bearing, Westinghouse drawing 50-A-511, for generating units N3/N4. Rotation is clockwise. Weight of eight shoes is approximately 6,770 pounds.
- 4) One 36.515 inch by 29 inch turbine guide bearing, Baldwin-Southwark drawing 33339, for generating units N5/N6. Rotation is clockwise. Bearing weight is approximately 4,750 pounds.
- 5) One 30 inch by 20 inch upper guide bearing, General Electric drawing T-4936717, for generating units N5/N6. Rotation is clockwise. Bearing weight is approximately 2,170 pounds.

The bearings are located at the Hoover Dam Central Warehouse.

The rebabbitted bearings will not be installed under this contract.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 00		PAGE OF PAGES 1	
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER 01-SQ-30-0066	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Paula Cerda (e-mail: pcerda@lc.usbr.gov)		b. TELEPHONE NUMBER (No collect calls) (702) 293-8527		6. SOLICITATION ISSUE DATE 02/05/01	
						8. OFFER DUE DATE/ LOCAL TIME 02/23/01 @ 4:00 PM PDT	
9. ISSUED BY		CODE	LC-3113	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC NAICS - 811310 : SIZE STANDARD: \$5 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
Mail to: Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470		Overnight Mail to: Bureau of Reclamation Lower Colorado Regional Office 400 Railroad Avenue Boulder City NV 89005				12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO		CODE	LCD-2130	16. ADMINISTERED BY		CODE LC-3130	
Bureau of Reclamation Hoover Dam Central Warehouse Hwy. 93 Boulder City, NV 89005				Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE D-7734	
TELEPHONE NO.				U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23.	24. AMOUNT
	SEE CONTINUATION						
	SERVICE CONTRACT ACT APPLIES -See Page 27						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	38. S/R ACCOUNT NUMBER		37. CHECK NUMBER	
				39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136
Expires: 09/30/98

CONTINUATION OF BLOCKS FROM SF-1449*Blocks 19 through 24: Schedule of Supplies, Services and Price*

The Price Schedule:

OFFEROR'S PROPOSED PRICE SCHEUDLE			
Item No.	Supplies/Services		Amount
1	Rebabbitt one 36-1/4" X 30-5/8" turbine guide bearing for generating units A3/A4	For the lump sum of	\$
2	Rebabbitt one 30" X 20" upper guide bearing for generating units N3/N4	For the lump sum of	\$
3	Rebabbitt eight shoes for 84" diameter thrust bearing for generating units N3/N4	For the lump sum of	\$
4	Rebabbitt one 36.515" X 29" turbine guide bearing for generating units N5/N6	For the lump sum of	\$
5	Rebabbitt one 30" X 20" upper guide bearing for generating units N5/N6	For the lump sum of	\$
	TOTAL FOR SCHEDULE		\$

PART 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the

full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment,

time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items (May 1999)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

52.247-34 F.O.B. Destination (Nov 1991)

52.245-4 Government Furnished Property (Apr 1984)

Delivery and Completion of Work.

The Table below is to be completed by the offeror and submitted with the initial offer. Offerors that propose a Delivery/Completion time in excess of the Required Delivery/Completion time will not be considered for award. As timely delivery and completion are considered highly important by the Government and are included as an evaluation factor for award, offerors are encouraged to propose a shorter Delivery/Completion Time than required by the Government. The Government reserves the right to award under either the Required Delivery/Completion schedule or the Proposed Delivery/Completion schedule, when an offer proposes an earlier Delivery/Completion schedule than required below.

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE	
Description	Within Days After the Date of Receipt of a Written Notice of Award
Rebabbitt and deliver complete all bearings, Items No. 1 through 5	90

OFFEROR'S PROPOSED DELIVERY SCHEDULE	
Description	Within Days After the Date of Receipt of a Written Notice of Award
Rebabbitt and deliver complete all bearings, Items No. 1 through 5	

1452.204-70 - Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- T (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5.
- (iii) Alternate III to 52.219-5.
- T (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- T (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- T (12) 52.222-26, Equal Opportunity (E.O. 11246).

- T (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- T (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- T (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- _____ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I of 52.223-9 (42.U.S.C.6962(i)(2)(C)).
- T (17) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a -10d).

- T (18) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- _____ (ii) Alternate I of 52.225-3.
- _____ (iii) Alternate II of 52.225-3.
- _____ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- T (20) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- _____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- _____ (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- T (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- _____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _____ (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- _____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

 T (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

- ___ T (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-50 Nondisplacement of Qualified Workers (E.O. 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C., et seq.).

Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items:

(1) Regarding paragraph (b)(1) of clause 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Contractor shall provide EFT information with their offer. (See provision 52.232-38, Submission of Electronic Funds Transfer Information with Offer, which is incorporated by reference in Part 4 of this solicitation.)

(2) Regarding clause 52.222-42, Statement of Equivalent Rates for Federal Hires, the classes of service employees expected to be employed under the contract and the agency wages and fringe benefits payable to each is as follows:

Employee Class	Monetary Wage	Fringe Benefits
Machinery Maintenance Mechanic and Repair	\$19.91	Include paid vacation days, sick leave, health insurance, and retirement benefits; the total value of the benefit package varies on a case-by-case basis.

PART 3 - Statement of Work

SECTION C - STATEMENT OF WORK

SECTION C.1. -- GENERAL REQUIREMENTS

C.1.1. THE REQUIREMENT

It is required that various guide bearings and thrust bearing shoes be transported, rebabbitted, and delivered complete in accordance with the contract clauses, paragraphs, and this statement of work. The bearings were removed from various generating units at the Lower Colorado Dam Facilities Office, Hoover Dam Powerplant, Boulder Canyon Project, Arizona-Nevada, located about 7 miles northeast of Boulder City, Nevada, in Clark County.

The bearings are located at the Hoover Dam Central Warehouse.

The rebabbitted bearings will not be installed under this contract.

C.1.2. DESCRIPTION OF THE WORK

It is required that the contractor complete the following rebabbitt work, in accordance with the contract provisions and clauses, these specifications, and the drawings:

- (4) One 36-1/4 inch by 30-5/8 inch turbine guide bearing, Allis-Chalmers drawing 02-500-923, for generating units A3/A4. Rotation is counterclockwise. Bearing weight is approximately 6,500 pounds.
- (5) One 30 inch by 20 inch upper guide bearing, Westinghouse drawing 47-A-326, for generating units N3/N4. Rotation is clockwise. Bearing weight is approximately 2,500 pounds.
- (6) Eight shoes for an 84 inch diameter thrust bearing, Westinghouse drawing 50-A-511, for generating units N3/N4. Rotation is clockwise. Weight of eight shoes is approximately 6,770 pounds.
- (7) One 36.515 inch by 29 inch turbine guide bearing, Baldwin-Southwark drawing 33339, for generating units N5/N6. Rotation is clockwise. Bearing weight is approximately 4,750 pounds.

- (8) One 30 inch by 20 inch upper guide bearing, General Electric drawing T-4936717, for generating units N5/N6. Rotation is clockwise. Bearing weight is approximately 2,170 pounds.

C.1.3. SHIPPING

- a. The bearing assemblies will be packaged by Hoover Dam personnel for shipping and will be available for pick-up/shipment from the Hoover Dam Central Warehouse to the Contractor's facility.
- b. The Contractor shall be responsible for transporting the bearing assemblies from the Hoover Dam Central Warehouse to its facility and returning the completed bearings to Hoover Dam Central Warehouse.
- c. Hoover Dam Central Warehouse shipping and receiving hours are from 7:30 A.M. to 3:30 P.M., Pacific Time, Monday through Friday.
- d. Hoover Dam Power Plant Location Map, 45-301-6681, is included with this specification and the Hoover Dam Central Warehouse (Project Warehouse) is indicated. Hoover Dam Central Warehouse address is:
 - U.S. Department of the Interior
 - Bureau of Reclamation
 - Lower Colorado Dams Facilities Office
 - Hoover Dam Central Warehouse
 - Hwy. 93
 - Boulder City, NV 89005
- e. The cost of transporting the bearing assemblies to and from the Hoover Dam Central Warehouse shall be included in the unit price bid in the schedule for rebabbitting the bearings.

C.1.4. SUBMITTAL REQUIREMENTS

- a. General.--The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A (List of Submittals), and the requirements in the clauses and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

b. List of submittals.--Table 1A (List of Submittals) lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract.

c. Submittals.--Each item in Table 1A (List of Submittals) has been assigned an RSN (Required Submittal Number). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

- (1) CO indicates Contracting Officer.
- (2) RE indicates Regional Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

- (1) Reference to Bureau of Reclamation contract number and title.
- (2) Identification of responsible code as shown in the table.
- (3) Complete list of RSN(s) for which material is being submitted.

- (4) For each RSN, number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be labeled with the Bureau of Reclamation contract number, the bidding schedule number, and the item number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment, as well as to fully demonstrate that the product or equipment meets the requirements of these specifications.

Submittals requiring certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 20 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in concurrent days of excess time, such days will be counted only once in computing an extension of the delivery date. Further, if the Contractor fails to make complete

approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for delivery of the materials or equipment.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 20 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals).

The Contractor shall also send a copy of the transmittal letter to the address listed below that is not sent the submittal.

Submittals shall be sent as required by Table 1A (List of submittals) to:

- (1) Contracting Officer, Attn: LC-3130
Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, Nevada 89006-1470
- (2) Regional Engineer, Attn: LC-6000
Bureau of Reclamation
Lower Colorado Regional Office
P.O. Box 61470
Boulder City, Nevada 89006-1470

f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices bid in the schedules for the applicable items of work requiring the submittals or other items of work.

Table 1A - List of Submittals

RSN	Item	Reference provision, clause, or paragraph	Responsible code*	Submittals required	No. of sets to be sent to:*		Due date or delivery time
					CO	RE	
01	Materials	C.2.	RE	Babbitt certification of ASTM B-23 Grade 2	0	2	At least 20 days prior to bearing casting.
02	Test and Inspections	C.3.6.b.(1)	RE	Pressure test results of all thrust bearing shoes	0	2	Within 5 days of testing completion and prior to removal of babbitt
03	Test and Inspections	C.3.6.a.(1)	RE	1) Scaled drawings showing mapped bonding results of all guide bearings	0	2	Within 5 days of testing completion and prior to start of final machining.
		C.3.6.b.(3)		2) Scaled drawings showing mapped bonding results of all thrust bearing shoes			
04	Testing and Inspections	C.3.6.a.(2)	RE	1) Final machining results documenting compliance to tolerances for all guide bearings	0	2	Within 5 days of machining completion and prior to final acceptance.
		C.3.6.b.(4)		2) Final machining results documenting compliance to tolerances for all thrust bearing shoes			
05	Warranty	C.4	RE	One-year guarantee on babbitt bond from date bearing is placed in service	0	2	Prior to final acceptance
06	Payment (electronic funds transfer)	52.232.34	CO	Payment Information	1	0	After Award, but not later than 14 days before an invoice or contract financing request is submitted
07	Equal opportunity	52.222-26	CO	Information required by Executive Order 11246 (SF 100)	1	0	

* CO indicates Contracting Officer and RE indicates Regional Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph entitled "Submittal Requirements."

2. -- MATERIALS

The contractor shall use virgin babbitt type ASTM B-23 (1994) Grade 2 (89.0% tin, 7.5% antimony, 3.5% copper) as rebabbitting material. No recycled babbitt material shall be used.

Babbitt certification of analysis verifying material composition and compliance with ASTM B-23 (1994) Grade 2 shall be submitted in accordance with paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

C.3. -- EXECUTION

C.3.1. TORQUE REQUIREMENTS

Whenever the guide bearing shell is assembled for babbitting, machining, or shipping purposes, the bearing shell fasteners shall be lubricated and torqued to the following torque values with a calibrated torque wrench.

REQUIRED TORQUE VALUES			
Bearing	Description	Fastener Size/Type	Torque Value
a.	36-1/4" X 30-5/8" turbine guide bearing for generating units A3/A4	1 1/2" -6 Stud Bolts with 1 1/2" Hex Nuts	500 Foot Pounds
% b.	30" X 20" upper guide bearing for generating units N3/N4	1"-8 Hex Head Bolts	200 Foot Pounds
c.	Thrust shoes for 84" diameter thrust bearing for generating units N3/N4	Not Applicable	Not Applicable
% d.	36.515" X 29" turbine guide bearing for generating units N5/N6	1 1/2" Tapered Stud Bolts with 1-3/8" Hex Nuts	400 Foot Pounds
% e.	30" X 20" upper guide bearing for generating units N5/N6	1"-8 Hex Head Bolts	200 Foot Pounds

C.3.2. BABBITT REMOVAL AND CLEANING

The contractor shall remove all old babbitt from each section of the bearing shell, clean the bearing shells thoroughly for tinning and application of new babbitt. Care shall be taken not to warp the bearing shell.

C.3.3 TINNING

After thorough removal of the old babbitt, the entire bonding surface for the babbitt must be retinned. Cast iron bearing shells must be tinned with nickel.

C.3.4 REBABBITTING

- a. The contractor shall temporarily plug oil passageways and temperature wells which are subject to babbitt infiltration prior to casting.
- b. Journal bearings shall be centrifugally cast in a continuous pour.
- c. Thrust shoes shall be static cast in a continuous pour.

C.3.5. MACHINING

Machining shall be completed in two phases. Following rebabbitt, the journal bearing bore shall be machined to uniform diameter suitable for ultrasonic testing. Thrust shoes shall be milled flat. After testing confirms the babbitt bond meets the requirements stipulated in this specification, the bearings shall be machined to final dimensions shown on the drawings and subject to the following:

- a. Journal Bearing - Bore finish of babbitt shall be 32 rms or better. Machining of oil grooving and thermometer bulb holes is required as detailed on the drawing. Fractional tolerances are $\pm 1/64$ inch. The bore shall be perpendicular to the radial mounting flange within 0.002 inch over the entire length. The bore shall be concentric to the shells outer load bearing lands within 0.002 inch.
- b. Thrust Bearing - Final machine finish of babbitt face shall be 32 rms or better prior to hand scraping of the bearing. All shoes must be hand scraped to show 8 to 10 contact points per square inch across 90% of the shoe area when checked against a calibrated surface plate. Shoes must be completely prepared for installation before the rebabbitt job is considered complete. Machining of oil grooving and scraping for high pressure lift is required as detailed on the drawing.

C.3.6. TESTING AND INSPECTIONS

Testing and inspection shall be completed in the following sequence:

- a. Guide bearings
 - (1) After machining to a uniform bore diameter, the contractor shall inspect the entire surface of the bearings for bonding to the cast iron shells using pulsed reflection ultrasonic inspection techniques in accordance with DOD-STD-2183 (1991); the inspector must be certified as ASNT-TC-1A, Level II, Rev 96 (2000) and certification shall be submitted in accordance with paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals). The entire surface area shall be tested

and mapped. In addition to the requirements of DOD-STD-2183 (1991), a minimum of 50% bond shall be required within the dovetail joints. Less bond than specified above shall require rebabbitting. The babbitt shall show no evidence of porosity by visual or ultrasonic inspection. A detailed, scaled drawing showing mapped bonding test results shall be submitted in accordance with paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

(2) After machining the guide bearings to final dimensions a dimensional inspection shall be conducted to verify that tolerances were held. Final machining results shall be recorded and signed by a certified journeyman or quality inspector and submitted per paragraph C.1.4 (Submittal Requirements) and Table 1A (List of Submittals).

b. Thrust shoes

(1) Before removal of old babbitt, a pressure test is required to determine if the cast steel shoe has porosity that may compromise the babbitt bond. The contractor shall plug the high pressure oil outlet on the babbitt face and pressurize the oil supply passageway to 2,500 psig for 20 minutes to verify the steel casting is oil tight. Shoes that lose more than 50 psi over the test period must be sleeved using a method approved by the Reclamation Hoover Dam Mechanical Engineering Branch and retested. Any separation or lifting of the babbitt that occurs as a result of this test shall also require sleeving and retest. Pressure test results of thrust shoes shall be submitted in accordance with paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

(2) Shoes that fail the pressure test shall be sleeved by an approved method and rebabbitted. A flat surface shall be machined over the babbitt and the pressure test performed once more to verify the oil passageway is oil tight. Shoes that fail shall be reworked until they pass.

(3) Oil tight shoes with new babbitt shall be inspected for bond integrity using pulsed reflection ultrasonic inspection techniques in accordance with DOD-STD-2183 (1991); the inspector must be certified as ASNT-TC-1A, Level II, Rev 96 (2000) and certification shall be submitted in accordance with paragraph C.1.4 (Submittal Requirements) and Table 1A (List of Submittals). The entire bearing surface area shall be tested and mapped. In addition to the requirements of DOD-STD-2183 (1991), a minimum of 95% bond shall be required within the area defined by a 4 inch diameter circle centered on the high pressure lift oil supply hole; also 50% bond shall be required within the dovetail joints outside of the 4-inch-diameter circle. Less bond than specified above shall require

rebabbiting. The babbitt shall show no evidence of porosity by visual or ultrasonic inspection. A detailed, scaled drawing showing mapped bonding test results shall be submitted in accordance with paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

(4) After machining the thrust shoes to final dimensions a dimensional inspection shall be conducted to verify that tolerances were held. Final machining results shall be recorded and signed by a certified journeyman or quality inspector and submitted per paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

c. Government's on site inspection - The Government shall be afforded the opportunity to witness the dimensional inspection of the bearings prior to shipment from the Contractor's facility. A one-week notice shall be given to the Government for this site visit.

C.4. WARRANTY

The contractor shall provide a one-year written guarantee on the rebabbiting bond integrity from the date the bearing is placed in service. Guarantee shall be submitted in accordance with paragraph C.1.4. (Submittal Requirements) and Table 1A (List of Submittals).

C.5. DRAWINGS

The drawings provided are the original design drawings for the bearing assemblies. Completed bearing dimensions shall conform with the requirements of the Statement of Work paragraphs and the design drawings. Requirements of the Statement of Work paragraphs shall take precedence over the original design drawings.

<u>Item</u>	<u>Drawing #</u>	<u>Description</u>	<u>Company</u>
a.	02-500-923	36-1/4 X 30-5/8 Bearing, Turbine	Allis-Chalmers Mfg. Co.
b.	47-A-326	Bearing, Upper Guide 30 X 20	Westinghouse Electric
c.	50-A-511	84" Thrust Bearing	Westinghouse Electric
d.	33339	Bearing, Turbine 36.515 X 29	Baldwin Southwark Corp.
e.	T-4936717	Bearing, Upper Guide, 30 X 20	General Electric Co.
f.	45-301-6681	Location Map	Hoover Power Plant

Part 4 - Contract Documents, Exhibits, and Attachments

Attachment 1 - Service Contract Act Wage Determinations

Attachment 2 -Drawings

Attachment No. 1

(See listing of individual SCA files at:
www.lc.usbr.gov/~g3100/0066docs.html)

Attachment No. 1

Service Contract Act Wage Determinations					
No.	State	City	County	Wage Determination(s)	No. of Pages
1	New York	Staten Island	Richmond	1994-2375 Rev 16	8
2	Idaho	Caldwell	Canyon	1994-2159 Rev 14	8
3	Maryland	Baltimore	Baltimore	1994-2247 Rev 17	8
4	Nevada	Ely	White Pine	1994-2333 Rev 16	8
5	California	Wilmington	Los Angeles	1994-2047 Rev 16	8
6	Utah	North Salt Lake	Davis	1994-2531 Rev 16	8
7	Utah	Salt Lake City	Salt Lake	1994-2531 Rev 16	8
8	California	San Francisco	San Francisco	1994-2059 Rev 15	8
9	Arizona	Kingman	Mohave	1994-2331 Rev 16	8
10	Florida	Ft Lauderdale	Broward	1994-2111 Rev 16	8
11	Ohio	Mentoe	Lake	1994-2415 Rev 17	8

NOTE: The Wage Determinations listed in the Attachment No. 1 table represent the determinations that have been obtained based on the mailing addresses of the offerors who had submitted requests for the solicitation prior to issuance. Only the determination applicable to each individual offeror is being sent, rather than including copies of all determinations in all solicitations. For example, an offeror with a mailing address in Denver, Colorado, will be sent Wage Determination No. 94-2081 for Denver County. All wage determinations will be available from our web site, located at <http://www.lc.usbr.gov/~g3100/svc0066html>.

If an offeror will be performing the services under this contract in a location other than those listed above, they must submit a request to the Contracting Officer for the applicable SCA Wage Determination. Requests must be received in the contracting office no later than 3 days prior to the quote due date.

Requests may be submitted via: (1) E-mail to rhyche@lc.usbr.gov; (2) Facsimile No. (702) 293-8499; or (3) Telephone No. (702) 293-8779.

See block 7 of the SF 1449 (Solicitation/Contract/Order for Commercial Items) for additional point of contact information.

Attachment No. 2

(The drawings are not available online. Please contact our office at
(702) 293-8779 to request copies.

PART 5 - SOLICITATION PROVISIONS

(This Part will be removed from the contract document)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any

time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

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(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

Addendum to 52.212-1, Instructions to Offerors--Commercial Items (Oct 2000)

(1) Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

(2) Multiple Awards. Paragraph (h) of 52.212-1 is not applicable to this acquisition. There will not be multiple awards made on this acquisition. Offerors should complete the schedule of prices in its entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

(3) Submission of offers. In addition to the items listed in paragraph (b) of 52.212-1, the following proposal instructions apply:

(a) Arrangement of Proposal. The proposal shall consist of two physically separated volumes. The required number of copies for each volume are shown below:

Volume	Title	Copies Required
I	Technical Proposal	4
II	Pricing Proposal and other information	2

(b) VOLUME ONE, Technical Proposal, shall contain:

.....
(1) Offeror's Technical Evaluation Items.

Address the specific evaluation items at FAR 52.212-2 Evaluation--Commercial Items, (Jan 1999).

(2) Offeror's Company Background and Experience in Rebabbiting Bearings.

(3) Offeror's Past Performance.

(a) Provide a list of relevant past performance references of projects similar in size and scope to this requirement. Your listing must include: Customer's name, address and

name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources, both inside and outside of the Government.

(c) VOLUME TWO, Pricing Proposal, shall contain:

(1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";

(2) A fully completed set of the "Continuation of Blocks from SF-1449" (Schedule) pages, with a price entered for the Schedule.

(3) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items," located at paragraph 3. of this Part.

(4) A fully completed Delivery/Completion Schedule.

52.212-2 Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Offeror's Experience and Company Background in Rebabbiting Bearings
2. Past Performance
3. Price

Non-price evaluation factors 1 and 2 above, when combined comprise 60% of the total evaluation weight. Evaluation factor (3) above, price, comprises 40% of the total evaluation weight.

The combined weight of the technical factors listed is significantly more important than cost/price.

1. The offeror's experience and background in rebabbiting bearings similar to the work required in the solicitation is 50 percent of the total evaluation weight.

2. The offeror's past performance is 10 percent of the total evaluation weight. The offeror's past performance over the last three years in performing projects which are similar to the work required to be performed under this solicitation will be evaluated. Offeror's with no relevant past performance history or for whom past performance information is not available will receive scores of 50 percent of the evaluation weight for past performance.

3. The Offeror's proposed price is 40 percent of the total evaluation weight.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(JAN 2001) ALTERNATE III (OCT 2000)

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined in 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock

is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ ☐

TIN: _____

- ☐ ☐ TIN has been applied for.
- ☐ ☐ TIN is not required because:
- ☐ ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ ☐ Sole proprietorship;
- ☐ ☐ Partnership;
- ☐ ☐ Corporate entity (not tax-exempt);
- ☐ ☐ Corporate entity (tax-exempt);
- ☐ ☐ Government entity (Federal, State, or local);
- ☐ ☐ Foreign government;
- ☐ ☐ International organization per 26 CFR 1.6049-4;
- ☐ ☐ Other

(5) Common parent.

- ☐ ☐ Offeror is not owned or controlled by a common parent;
- ☐ ☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business.

(3) Service-disabled veteran-owned small business concern. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business.

(4) Small disadvantaged business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)
(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is

participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.:

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), has () has not (), within the past 3 years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

Provisions incorporated by reference:

FAR 52.204-06	Data Universal Numbering System (DUNS) Number
WBR 1452.225-82	Notice of Trade Agreements Act Evaluations -- Bureau of Reclamation (May 2000)
WBR 1452.233-80	Agency Procurement Protests -- Bureau of Reclamation (Sep 1997)
WBR 1452.233-8	Agency Procurement Protests -- Bureau of Reclamation (Sep 1997)